

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Port Department – Kakinada Port – Allotment of Port Lands on lease basis – Restoration of lease period of Port land at Plot No: 9, Kakinada to M/s . Paras Exports for the balance period of 13 years - Revised orders - Issued:
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INFRASTRUCTURE & INVESTMENT (P.II) DEPARTMENT

G.O.Ms.No:22

Dated:15-10-2012

Read the following:

1. G.O.Ms.No: 18, Dated: 31.8.2012, Infrastructure & Investment (Ports.I) Department.
2. Letter No:Director of Ports/D 3/2011, Dated:21.9.2012 from the Director of Ports, Kakinada.

ORDERS:

Government vide G.O. first read above have permitted the Director of Ports, Kakinada to enter into agreement with M/s PARAS Exports on leasing the Land to the extent of Acr.1.01 or 4,900 Sq. yards of Port Land situated in Plot No: 9 of the Kakinada Port, for the balance period of 13 years duly modifying the earlier lease agreement 1994. As per the said G.O. the lease rent for the open land will be as per G.O.Ms.No: 2, Infrastructure & Investment Department Dated: 9.1.2009 and in respect of Godown, the Lease rent to be Rs.35/- per Sq. meter per month as prescribed in G.O.Ms.No:48, Infrastructure & Investment Department, Dated: 19.12.2008. M/s Paras Exports has been required to pay lease rents for open land/or Godown at the revised rates of lease rents if any effected by Government from time to time. The Firm has been informed to pay the lease rent before the due date and never default in future. While specifying the above conditions, Government have directed the Director of Ports, Kakinada to enter into lease agreement afresh with M/s Paras Exports as and when the firm comes forward accepting the above terms duly incorporating a clause in the Lease agreement to the effect that on the determination of Lease, the structure shall absolutely vest in the Lessor and the Lessee shall maintain the structures always in good condition without getting damaged.

2. The terms of the above orders have made necessary to M/s Paras to pay rent on the Godowns also, for the balance period of 13 years, besides to vest the Godowns after expiry of the lease period of 13 years in the Lessor.

3. The Director of Ports, Kakinada vide the reference second read above, has reported to the Government that M/s Paras has paid the entire dues together with interest and they assured that they shall pay the lease charges for the allotted land before the due dates as revised from time by the Government. M/s Paras Export have spent huge amounts in constructing the Godowns keeping in view the 30 years long lease, and they have been paying all the taxes to the concerned local body on the Godowns. The Director of Ports, Kakinada has requested the Government to consider the restoration for the balance period of 13 years duly charging for the land only, since it is the land alone to be charged for lease as was charged earlier, but not the Godowns, as the Godowns were built by lessee and there was no clause in earlier lease that structures raised by lessee shall be vested in Govt.of AP/Lessor. The Director of Ports, Kakinada has however, requested to include the Clause to the extent that on the determination of the lease the structure shall absolutely vest with the Lessor.

(P.t.o)

4. Government have re-examined the case in the light of the report of Director of Ports, Kakinada in the reference second read above, and have considered to restore the lease period for the balance 13 years by entering into lease agreement with the Firm and duly modifying the earlier lease agreement 1994. The modification shall be that restoration is considered subject to the condition that the Director of Ports, Kakinada has to enter into agreement with the M/s Paras Exports for leasing the said land, which is already under the possession of the Department, for the balance period of 13 years. Such new lease agreement shall include the clause to the effect that on the determination of the Lease, the structures shall absolutely vest in the Lessor and the Lessee shall maintain the structures always in good condition. However, the Lessee is not required to pay rents for the Godowns during the balance lease period of 13 years under the lease agreement to be made.

5. The Director of Ports, Kakinada is directed to enter into lease agreement afresh with M/s Paras Exports as and when the firm comes forward accepting the above terms duly incorporating a clause in the Lease Agreement to the effect that on the determination of Lease the structures shall absolutely vest in the Lessor and the Lessee shall maintain the structures always in good condition without getting damaged. The Director of Port, Kakinada shall not charge rent for the Godowns upon entering into Lease Agreement afresh with M/s. Paras Exports for the balance period of 13 years.

6. The orders issued in the G.O. first read above shall be deemed to have been modified to the above extent.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

SUNIL SHARMA
SECRETARY TO GOVERNMENT

To
The Director of Ports, Kakinada.
M/s Paras Exports, Peddada Village, Pedapudi Mandal, E.G.Dt (through the Director of Ports, Kakinada)
The Principal Accountant General (CA), A.P., Hyderabad.
The Director of Treasuries & Accounts, Hyderabad.
The District Treasury Officer, Kakinada, East Godavari District.
Copy to:
The Law Department.
The Finance (Exp.PW) Dept
The P.S. to Secretary, I&I Department
The OSD to Minister (I&I).
S.F./S.Cs

// FORWARDED :: BY ORDER //

SECTION OFFICER